

**CONTRACT  
BY AND  
BETWEEN  
THE  
CITY OF SEATAC**



**AND**

**THE CITY OF SEATAC FIREFIGHTERS,  
IAFF LOCAL NO. 2919**



**EFFECTIVE JANUARY 1, 2001 THROUGH DECEMBER 31, 2003**

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## **PREAMBLE**

THIS AGREEMENT is entered into by and between the City of SeaTac, (hereinafter referred to as City or Employer, interchangeably) and Fire Fighters Local 2919 of the International Association of Fire Fighters (hereinafter referred to as Union).

The City and the Union agree that the desire to serve the citizens of the City of SeaTac, as a whole, is a primary priority, and both pledge to cooperate to provide the citizens of the City of SeaTac with effective and efficient service.

The City and Union agree that a relationship that promotes trust, harmony, efficiency, and job effectiveness is in the best interest of the City, the Union, and the public. Furthermore, it is agreed by the City and Union that the successful resolution of differences is an important element of their working relationship, and the City and Union commit themselves to the equitable and peaceful adjustments of any differences which may arise.

The City agrees to recognize members of the Union as Professional Fire Fighters dedicated to serving the citizens of SeaTac. The Union agrees to support the City in its efforts to promote the safety of the citizens and Fire Fighters to the fullest extent possible.

Pursuant to provisions of the Revised Code of Washington (RCW), Chapter 41.56, representatives of the City and Union have met and conferred in good faith regarding wages, hours and working conditions. The City and the Union desire to enter into a Collective Bargaining Agreement resolving such matters in favor of the Fire Fighters and City, and, in recognition of such, mutually agree as follows:

## **ARTICLE 1 - RECOGNITION**

- 1.01** The City recognizes the Union as the sole and exclusive representative for all full-time classifications as contained in Article Nine (9).
- 1.02** All classifications of employees that are part-time, less than twenty (20) hours per week, or temporary, less than six (6) months, are specifically excluded.
- 1.03** Disputes concerning the inclusion or exclusion of any new classification shall be referred to the Public Employment Relations Commission for resolution.
- 1.04** This agreement shall be opened for the purpose of negotiating salaries for any new classifications of employees covered by this agreement but not specified in the salary schedule. Such salaries shall become effective upon the agreement of the parties. Negotiations shall be subject to the time limits and procedures outlined by State law.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01** Except as otherwise specifically limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the Fire Department or any part of it.
- 2.02** It is recognized that the direction of its working force and operations are vested exclusively with the employer, subject to the terms of this agreement. This shall include the right to determine its mission, policies, and to set forth all standards of service to the public; to operate and manage all staffing, facilities and equipment; to determine methods, means and personnel needed to carry out the department's operations or services to be conducted by the department; to determine the utilization of technology; to hire, promote, transfer, assign, retain and layoff employees; to promulgate rules and regulations; to discipline, suspend, demote or discharge employees for just cause; to maintain the efficiency of the operation entrusted to the Employer and to determine the manner in which such operations are to be conducted. Nothing in this article shall be deemed a waiver of the Union's rights under the provisions of RCW 41.56

## **ARTICLE 3 - UNION MEMBERSHIP**

- 3.01** Non-Discrimination Based on Union Membership Status  
The City and the Union agree that all employees covered by this agreement shall be encouraged to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee on account of membership or non-membership in any labor union or other employee organization.
- 3.02** Membership Condition of Employment  
It shall be a condition of employment that all employees covered by this agreement, who are now members of the Union or become members after the effective date of this agreement, remain a member in good standing during the term of this agreement or otherwise comply with the provisions of subsection 2 or subsection 3 of Section 3.03.
- 3.03** Time Limit and Options  
Employees shall within thirty (30) days of their hire-in date:
1. Become a member of the Union and pay the dues, fees and costs required of union membership; or
  2. Agree to pay to the Union an amount equal to initiation fees, dues, and assessments required of union membership, in which case the employee would not be required to join the Union, and would be ineligible to vote in and participate in union meetings; or
  3. For bona fide religious tenets, as per RCW 41.56.122(1), indicate that he/she does not desire to be a member of the Union. In such cases, the employee shall pay an amount equivalent to the regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the Union, City, and the employee. Proof of payment shall be furnished to the Union for all charity payments.

### **3.04 Dues Deduction**

The City agrees to deduct from the paycheck of each employee who has so authorized it, the regular monthly dues or costs uniformly required by the Union. The amounts deducted shall be transmitted twice monthly to the Union on behalf of the employee involved. Written authorization to deduct dues or service charge shall be made by the employee on a form prescribed by the City and Union. The total amount of dues, special assessments and initiation fees will be filed with the City in the month of December of the previous year for the next years payroll deductions. The initiation fees and step increases will be automatically calculated by the City. The amounts known as dues, special assessments, and initiation fees will remain the total amount of the deductions for the entire twelve month period.

### **3.05 Non-Compliance**

Upon receiving notice of failure to comply with the provisions of Article 3, the City and Union shall immediately meet to review the case and decide on action to be taken to secure compliance. If it is determined to the satisfaction of the City and Union that the employee has intentionally failed to comply subsequent to due notice, a termination date for the employee shall be mutually established.

## **ARTICLE 4 - NON-DISCRIMINATION**

### **4.01 Confirmation**

The City and the Union shall not discriminate against employees or other members of the City on the basis of membership in the Union, race, religion, creed, color, national origin, marital status, sex, age, or disability subject to bona fide occupational requirements. The City and the Union acknowledge their mutual support for equal employment opportunity and their commitment to abide by all governing non-discrimination statutes.

## **ARTICLE 5 - LOCAL UNION BUSINESS**

### **5.01 Union Business**

Employees who are Union Officials or designated representatives shall be granted time off without suffering loss of pay for participating in the hearing during the third step of the grievances process as outlined in Article 8.

In addition, time off for attending negotiation sessions with the City and meetings with administration will be allowed; provided that:

1. Such time off does not result in additional cost to the City; and
2. Reasonable notice is given to the City by the employee requesting such time off.

### **5.02 Union Meetings**

The City agrees to allow the Union to conduct a monthly union meeting at the fire station. All regular members of Union Local 2919 may attend, including employees who are on duty. The City shall maintain discretionary control of how, when, and where the City's facilities are used; and the Union shall bear the responsibility for insuring the meeting shall not interfere with any City activity, operation, or function.

**5.03 Union Work Replacement**

The Union shall be allowed to provide work replacements of equal rank or abilities to act in that rank for Union Officials or designated representatives provided there is no cost or inconvenience to the Fire Department. However, the employee shall be responsible to ensure that all training requirements are satisfied at no cost to the City and such absences will not adversely affect the employees' ability to perform his or her job.

**5.04 Union Bulletin Board**

The City will allow the Union to erect and maintain one (1) bulletin board at each station at Union expense in a location mutually agreed upon by both parties. This bulletin board shall be used only for official union business or social activities. No publicly inappropriate materials will be allowed, and will be removed at the discretion of the Fire Chief or his/her designee.

**5.05 Except as herein provided, the Union or any member of the Union shall not conduct any official Union business on the City's time or premises without express permission of the Fire Chief or his/her designee.**

**5.06 The City will recognize the elected President or any other member of the Union appointed by the President to represent the employees of the bargaining unit. The Union agrees to notify the City in writing of duly accredited representatives of the Union upon election or appointment.**

**5.07 The City agrees to permit members of the Union to have access to the City's premises for the purpose of negotiations, adjusting grievances, or conferring with other union members, so long as it does not interfere with the Fire Department's operations. In addition, the City agrees to permit properly identified non-employee representatives of the Union to have access to the City's premises for the purpose of negotiations, adjusting grievances, or conferring with other union members, provided that such representatives obtain advance permission from the Fire Chief or his/her designee, notify the Fire Chief of the reason for their presence, and do not interfere with the Fire Department's operations.**

**5.08 The Union agrees not to utilize City equipment for Union business with the exception of electronic mail and copy machine, which shall be used in accordance with City policy, as it currently exists and is hereafter amended. Cost of copies will be paid back to the City at a fair and reasonable rate determined by the City.**

**ARTICLE 6 - PERSONNEL FILES**

**6.01 The contents of the personnel files, including the personal photographs, shall be confidential and shall be restricted to the internal use of the City; provided that information contained in the personnel files may be released to any individuals or organizations upon written authorization of both the City and the employee. Copies of the contents of the personnel file shall be released to the Union in the event of disciplinary proceedings.**

**6.02 An employee may review the contents of his/her personnel file in its entirety during normal business office hours upon reasonable request.**

- 6.03** The employee shall be given a copy of any item or document upon its being placed into his/her personnel file.

## **ARTICLE 7 - PERFORMANCE OF DUTY**

- 7.01** Nothing in this agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse his/her assigned duties to the best of his/her ability during the term of this agreement. The Union agrees that it will not condone or cause any strike, slow-down, mass sick call, or any other form of work stoppage or interference to the normal operation of the City.
- 7.02** The Union agrees to cross any and all picket lines in the performance of urgent or emergency duties without undue delay.

## **ARTICLE 8 - GRIEVANCE PROCEDURES**

- 8.01** Purpose  
The purpose of this procedure is to provide an orderly method for resolving disputes and/or grievances. A determined effort shall be made to settle any such differences at the lowest level in the Grievance Procedure. If the Union and the Employer agree, a grievance may be referred to alternative dispute resolution sources for mediation at any step during the process. If a resolution is not attained through the mediation process, the grievance shall continue to the next step. While the grievance is being processed all operations and functions of the City shall continue in a normal manner.
- 8.02** A Grievance is defined as a complaint by one (1) member or a group of members, or Union, involving the interpretation and/or application of this agreement.
- 8.03** The following procedure shall apply to grievances filed under this procedure:
- (a) Written grievances at each step shall contain the following information:
    - 1. A written statement of the specific provisions of this agreement alleged to have been violated, misapplied or misinterpreted.
    - 2. A statement of facts as to the manner in which the provision is purported to have been violated, misapplied or misinterpreted.
    - 3. The date or dates on which the alleged violation(s) occurred.
    - 4. The specific remedy or adjustment sought.
    - 5. Signature of the appropriate Union representative.
  - (b) The written response by the City at each step shall contain the following:
    - 1. Affirmation or denial of the facts upon which the grievance is based.
    - 2. A finding of facts for the alleged violation, misinterpretation or misapplication of the agreement.
    - 3. The remedy or adjustment, if any, proposed by the City.
    - 4. Signature of the appropriate SeaTac City representative.

**8.04 Step One:**

The grievant and the Union's Grievance Committee shall present the grievance in writing within twenty-one (21) calendar days of knowledge of the incident giving rise to the grievance to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall meet with the grievant within fourteen (14) calendar days of receipt of the written grievance. The Fire Chief or his/her designee shall render a written response to the grievance within fourteen (14) calendar days of the meeting. Representatives of the Union, the grievant and the City may be involved in the Grievance Procedure at this step.

**8.05 Step Two:**

If the grievant and the Union grievance committee are not satisfied with the solution of the Fire Chief or his/her designee, the grievant and the Union shall submit the written grievance to the City Manager within ten (10) calendar days from the date of receipt of the Fire Chief's reply. The City Manager or his/her designee shall meet with the Union's grievance committee within ten (10) calendar days of receipt of the grievance. The City Manager shall render a written response to the Union within ten (10) calendar days of the conclusion of the meeting.

**8.06 Step Three:**

Grievances not resolved under the above steps shall be referred to arbitration by either party to this agreement. Either party may give notice of its intention to arbitrate within ten (10) calendar days following completion of the steps listed in the aforementioned sections.

**8.06.1 Request**

The party demanding arbitration of a grievance in dispute shall request the same in writing and name their arbitrator. The other party shall within seven (7) calendar days after receipt of such request, name its arbitrator and notify the party demanding arbitration of its selection in writing. The two thus selected shall select a third arbitrator by process of elimination from a list of seven (7) qualified arbitrators, unless otherwise mutually agreed. The arbitrators shall be chosen from a list submitted by the American Arbitration Association. If the Union and the Employer agree, the arbitrators may be chosen from a list submitted by the Federal Mediation and Conciliation Service or other outside referral service in lieu of the American Arbitration Association. The party striking the first name shall be determined by a coin toss. The third arbitrator shall serve as chairperson of the board of arbitration comprised of the three arbitrators. If the Union and the Employer agree, a single arbitrator may be used in lieu of the board of arbitrators. In addition, the Union and the Employer, upon mutual agreement, may agree to select a single arbitrator without utilizing an outside referral service.

**8.06.2 Informal**

All meetings and hearings under this procedure shall be kept informal and private and shall include only such parties of interest and/or their designated representatives.

**8.06.3 Decision**

Said arbitrator or board of arbitration shall render a written decision within thirty (30) calendar days from the adjournment of the formal hearing.



#### **8.06.4 Power limited**

The power of the arbitrator or board of arbitration shall be limited to interpreting this Agreement in determining if the disputed article has been violated and awarding a remedy. Neither the arbitrator or board of arbitration shall have authority to alter, modify, vacate or amend any terms of this Agreement. The decision of the arbitrator or board of arbitration within these stated limits shall be final and binding on both parties.

#### **8.06.5 Costs**

Expenses and compensation for the arbitrator or chair of the board of arbitration's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating its own arbitrator, representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of such record.

#### **8.06.6 Election of remedies**

It is specifically and expressly understood and agreed that taking a grievance to arbitration constitutes an election of remedies. Likewise, litigation or any other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter unless otherwise provided by Federal or State statutes.

#### **8.06.7 Authority**

In the event the arbitrator or board of arbitration finds that it has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

#### **8.06.8 Time limits**

Any and all time limits specified in the Grievance Procedure may be waived by mutual agreement of the parties. Failure by the employee to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the City to submit a reply within the specified time limits shall automatically cause the grievance to advance to the next step of the Grievance Procedure.

### **ARTICLE 9 - WAGES**

**9.01** Monthly wages for all employees in the bargaining unit, for the term of this contract shall be in accordance with Appendix B.

**9.02** To qualify for the above wages and hourly rates bargaining unit employees shall meet the following minimum standards:

#### **PROBATIONARY FIRE FIGHTER:**

A. Completion of, or current attendance at the Washington State Fire Service Academy for recruits, or other recruit academy designated by the City.

B. In the process of completing one year of satisfactory probation with the City of SeaTac Fire Department.

**FIRE FIGHTER 3rd Class:**

- A. Complete one (1) year of service as a full paid Fire Fighter with the City of SeaTac Fire Department.
- B. Possess a valid first responder or EMT certification.
- C. Has successfully completed the departments in-house training program for new Fire Fighters during his/her probationary period.

**FIRE FIGHTER 2nd Class:**

Must possess the qualifications for Fire Fighter 3rd Class in addition to the following:

- A. Complete two (2) years of service as a full paid Fire Fighter with the City of SeaTac Fire Department.
- B. Possess a valid EMT certification.
- C. Status as a qualified apparatus operator.

**FIRE FIGHTER 1st Class:**

Must possess the qualifications for Fire Fighter 2nd Class in addition to the following:

- A. Complete three (3) years of service as a full paid Fire Fighter with the City of SeaTac Fire Department.
- B. Possess a valid EMT/Defib. certification.

**CLASSIFICATION EQUIVALENCY:**

Fire Fighters hired with paid professional experience shall qualify for the following:

- A. Fire Fighters hired with two (2) years paid, professional experience shall enter into the Fire Fighter 3 Classification.
- B. Fire Fighters hired with four (4) years paid, professional experience shall enter into the Fire Fighter 2 Classification.
- C. Fire Fighters hired with five (5) or more years paid, professional experience shall enter into the Fire Fighter 1 Classification.
- D. Fire Fighters hired into a classification other than Probationary Fire Fighter shall have completed the Washington State Fire Service Academy or other recruit academy approved by the City and satisfy the classification requirements outlined above.

**CAPTAIN:**

Must possess the qualifications for Fire Fighter 1st Class in addition to the following:

- A. Completion of five (5) years of service as a full paid Fire Fighter with the City of SeaTac Fire Department.
- B. Possession of a valid EMT/Defib. certification.
- C. Promoted according to a merit system exam process.

**CAPTAIN - TRAINING OFFICER:**

- A. A paid Captain with the City of SeaTac Fire Department having completed probation.
- B. Possession of valid EMT/Defib. certification with CBT Instructor endorsement.
- C. Possession of valid NFPA Instructor I and II certifications.
- D. Possession of CPR instructor endorsement.
- E. Assignment to this position shall be rotated at least once each four (4) years.
- F. Assignment shall be voluntary. If no qualified applicants apply for the position, the employer shall assign the least senior Captain who qualifies for the position.

**BATTALION CHIEF:**

- A. Completion of five (5) years service as a paid Captain with the City of SeaTac Fire Department, or four years of service as a paid Captain with the City of SeaTac Fire Department and a minimum of a job related Associates Degree.
  - B. Possess a valid EMT/Defib. certification.
  - C. Promoted according to a merit system exam process.
- 9.03** Any off duty time required to maintain certification shall be scheduled with approval of the Fire Chief or his/her designee and shall be paid at the overtime rate.
- 9.04** The City shall provide time off without loss of pay to those employees engaging in training to acquire certifications identified in the pay structure requirements. Once an employee acquires a certification identified in the pay structure it shall be the responsibility of the City to provide all training required for the employee to maintain the certification; however, if the City provides training or pays for training for such certification, and the employee fails the training or fails to renew/maintain his/her certification, the employee shall be responsible for payment of any subsequent training to renew or reinstate such certification. It is further agreed that if any employee fails to maintain, renew or keep in effect a certification required for the employee to do his/her job, and the employee meets the requirements for a lower pay grade, the employee shall be subject to reduction to the lower pay grade but not reduction in rank, until such time that the employee renews/reinstates certification.
- 9.05** The City shall reimburse the employee for actual costs of tuition, books and fees required for certification not otherwise provided.
- 9.06** It shall be the responsibility of the City to notify the employee of opportunities available for certification, not otherwise provided.
- 9.07** If an employee has made a good faith effort to acquire all certifications but has been unable to for reasons beyond his/her control, the employee shall be promoted to the next step and given six (6) months to acquire the needed certifications.
- 9.08** The Union agrees to encourage and support all of its members in obtaining and maintaining both EMT certification and Defibrillation certification.
- 9.09** Effective January 1, 2002, longevity pay shall be added to each employee's base monthly salary upon completion of the years of service reflected in the following schedule:
- |                        |   |    |
|------------------------|---|----|
| Completion of 5 years  | - | 1% |
| Completion of 10 years | - | 2% |
| Completion of 15 years | - | 3% |
| Completion of 20 years | - | 4% |

## **ARTICLE 10 - HOURS OF WORK**

### **10.01 Shift Defined**

A "Shift" shall be defined as a twenty-four (24) hour period.

### **10.02 Shift Schedule**

The average regularly scheduled workweek for fire suppression personnel assigned to shift work shall be fifty-four (54) hours per week. Personnel assigned to shift work shall be given four point three three (4.33) Kelly shifts per year. Effective January 1, 2003 personnel assigned to shift work shall be given six point three three (6.33) Kelly shifts per year. This will create an average fifty-three point zero seven eight (53.078) hour workweek. The Kelly shifts shall be scheduled according to mutual agreement between the City and the Union. Only one (1) Kelly shift may be used in a twenty-seven (27) day cycle.

This schedule will be known as a Modified Detroit 56. The shift schedule shall consist of one shift on, one shift off, one shift on, one shift off, one shift on, followed by four shifts off. This schedule will repeat every nine days. Example: 24 on - 24 off - 24 on - 24 off - 24 on - 24 off - 24 off - 24 off - 24 off - repeat.

### **10.03 Shift Starting Time**

The shift starting time shall be seven o'clock (0700) with a forty-five (45) minute grace period to allow for early and late relief. This forty-five (45) minute grace period will be the responsibility of the employees of equal rank participating. If necessary, an employee in the next lowest rank may participate. The City will not be responsible for paying overtime, unless the on-coming employee exceeds his/her forty-five (45) minute grace period, in which case the cost of overtime pay will be deducted from the late employee's salary.

### **10.04 Structured Time**

Shift employees shall perform scheduled duties between the hours of 0700 and 1700. During the scheduled period there shall be a one (1) hour lunch break and two (2) fifteen (15) minute coffee breaks with a one (1) hour physical training period scheduled daily at the discretion of the Fire Chief or designee. All other time will be considered non-structured time. Exceptions to the above structured time schedule shall include one night per week per shift and shall be limited to the hours of 1900 to 2200 and other duties mutually agreed by the parties to be beneficial to the public and safety of the residents of the City. For the purpose of this section, a week shall consist of Sunday through Saturday.

### **10.05 Overtime Defined**

Overtime shall be defined as work performed in excess of the designated two hundred four (204) hours in the twenty-seven (27) day duty cycle. This shall include time when the employee is held past the end of his/her duty shift; when the employee is called back for alarms or special events; or in accordance with the rotational relief system. Minimum call back shall be for two (2) hours, but all other overtime shall be earned and credited in fifteen (15) minute increments. For the purpose of calculating overtime, the City will follow the Fair Labor Standards Act . twenty-seven (27) day duty cycle. Any hours scheduled over two hundred four (204) in the twenty-seven (27) day duty cycle will be paid at the overtime rate. Hours worked within the recognized work schedule in excess of two hundred four (204) shall be paid at an additional time and one half. Sick leave, Vacation, Holiday, and Compensatory Time Off shall be scheduled as paid time off and will not be used to reduce

the hours worked in a twenty-seven (27) day duty cycle. Shift trades will not be calculated as hours worked, unless the City has requested such trades.

**10.06 Compensation For Overtime**

The employee shall be compensated for overtime by crediting the employee compensatory time off (CTO) at the rate of time and one half (1 1/2), or by the payment of one and one half (1 1/2) times the rate of pay for the position worked per Article 9. Compensatory time may be granted by the City upon the employee's request. Compensatory time off earned as overtime must be used within thirty (30) calendar days. A maximum of two hundred forty (240) hours will be permitted to accrue. All hours above two hundred and forty (240) hours will be paid off twice a year at the current rate of pay. The base wage shall be calculated according to a fifty-three (53) hour workweek.

**10.07 Day Shift Defined**

A "Day Shift" will be defined as a ten (10) hour period.

**10.08 Day Shift Schedule**

The average regularly scheduled work week for Day Shift personnel shall be forty (40) hours per week consisting of four (4) ten (10) hour days in a seven (7) day period. Exceptions may be made through mutual agreement between the affected employee and the employer.

Example: 10 on - 10 on - 10 on - 10 on - off - off - off - repeat every seven days. Monday through Thursday or Tuesday through Friday.

**10.09 Day Shift Starting Time**

The official starting time shall be 0800 or agreed upon between the employee, Union Representative and the Fire Chief or his/her designee. The Day Shift shall consist of one (1) hour lunch break, two (2) fifteen (15) minute breaks and one (1) hour for physical training at the discretion of the Fire Chief or his/her designee.

**10.10 Academy Assignment**

Academy assignment defined "employees assigned to the academy." Academy assignment shall receive the following considerations:

1. Travel time to and from the academy will be compensated in accordance with the provisions of the Fair Labor Standards Act.
3. During the assignment of an instructor to the academy, meals shall be provided through either (A) an allowance of eighteen dollars (\$18.00) per day for each day of instructor assignment to the academy, or (B) meals for the instructor assigned to the academy shall be paid for by the City through the food services of the academy, with the selection of the alternative being made by the City.
4. Employees assigned to the academy shall be compensated for forty (40) hours per week with overtime after forty (40) hours. The employee will maintain his/her timesheet for hours worked.
5. Senior Fire Fighters assigned as instructors to the academy shall receive acting Captain's pay.
6. The employer agrees to bargain the impact of any changes made by Washington State Fire Service Training to the hours of work or conditions of employment that affect bargaining unit employees while assigned to the academy.

## **ARTICLE 11 - INSURANCE BENEFITS**

### **11.01 Medical coverage**

Medical coverage shall be provided in accordance with the laws of the State of Washington RCW 41.26.150.

### **11.02 Dental premiums**

The City agrees to pay the full cost of the existing dental insurance premiums for the employee, spouse and all dependent children.

### **11.03 Medical premiums**

The City agrees to pay the full cost of the medical insurance premiums, for the employee, spouse and all dependent children consistent with provisions of the current plan.

### **11.04 Periodic review of plans**

The City may periodically review all medical and dental insurance plans and the City reserves the right to change plans, brokers and companies with the Union's mutual consent. The intent is to provide similar and adequate insurance coverage while controlling premium cost.

### **11.05 Maintenance of benefits**

There will be a maintenance of benefits during the term of this agreement, provided as follows: (1) Any increase in 2001 in co-pays or deductibles over the rates in effect in December 2000 shall be borne by the employee, up to a total increase of \$150 per employee, with any increase over the \$150 amount being paid by the City; (2) Any increase in 2002 in co-pays or deductibles over the rates in effect in December 2000 shall be borne by the employee, up to a total increase of \$150 per employee, with any increase over the \$150 amount being paid by the City; and (3) Any increase in 2003 in co-pays or deductibles over the rates in effect in December 2000 shall be borne by the employee, up to a total increase of \$200 per employee, with any increase over the \$200 amount being paid by the City.

### **11.06 Section 125 Plan**

The City shall provide a tax deferred appropriations plan, pursuant to Section 125 (G) of the Internal Revenue Code.

## **ARTICLE 12 - SICK LEAVE**

**12.01** Employees will accrue sick leave at the rate of twelve (12) hours per month, for shift and eight (8) hours per month for day shift to a maximum accrual of one thousand (1000) hours. Upon retirement, termination or resignation, there will be a pay off of twenty-five percent (25) percent of the employee's unused, accrued sick leave paid at the employee's current rate of salary, provided that the total amount of such pay off shall not exceed the maximum of one hundred eighty (180) times the employee's hourly rate of salary. Probationary Fire Fighters shall not receive sick leave pay off upon termination or resignation.

**12.02** Upon hire, an employee will receive a sick leave bank of seventy-two (72) hours, with no additional accrual until the beginning of the seventh month.

**12.03** Sick leave shall not accrue during leaves of absences without pay.

**12.04** Sick leave shall be granted for the following reasons:

1. Personal illness or physical incapacity and off duty related injuries.
2. Enforced quarantine of the employee by a physician.
3. Illness or injury within the immediate family of the employee (spouse and legal dependents residing in the same home) necessitating the employee's presence. The employee may be required to submit documentation that the employee's presence was required.
4. Employee medical or dental treatment, provided that the employee is unable to schedule treatment on his/her off-duty time. The employee may be required to present a notice of verification to present documentation that the treatment could only be scheduled during the employee's work hours.
5. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.

**12.05** When an employee is absent due to illness or need for medical treatment he/she must notify the City as soon as possible, but no later than thirty (30) minutes before the start of his/her shift; failure to do so may result in denial of sick leave pay. The employee will be required to provide the City with satisfactory proof of illness from a licensed medical doctor in order to receive sick leave pay if three (3) consecutive shifts or five (5) days for day shift employees are missed. In addition, the employer may require proof of illness for an absence of any length if deemed necessary by the Fire Chief or his/her designee.

**12.06** Absence for part of a shift or day shift for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave in an amount not less than one hour. Holidays and other regular days off shall not be charged against sick leave.

**12.07** LEOFF I Sick Leave

LEOFF I employees shall receive four (4) shifts off for sick leave on a calendar year basis after which State law shall apply.

**12.08** In any case where an employee is entitled to benefits under the State Worker's Compensation Act or similar legislation providing payment to injured or disabled workers, such benefits shall accrue and be paid in accordance with the current agreement between the City and the Union.

## ARTICLE 13 - VACATION, HOLIDAYS

**13.01** Each employee shall accrue and be granted vacation in accordance with the following schedules:

For day shift employees

Years of Employment	Days of Vacation	Hours of Vacation
1 through 5	10	80
More than 5	12	96
More than 10	15	120
More than 16	20	160

For shift employees

Years of Employment	Shifts of Vacation	Hours of Vacation
1 through 5	6	144
More than 5	8	192
More than 10	10	240

**13.02** The maximum allowable accumulation of unused vacation leave time shall be the number of vacation hours which an employee could have earned over a period of two (2) years. No employee will be allowed to take off more than one (1) year's accrual in any one (1) calendar year unless approved by the Fire Chief or his/her designee. Any vacation exceeding the maximum accumulation may be compensated at the employee's regular rate of pay or scheduled off by the employer.

**13.03** For forty (40) hour week employees the following are recognized as legal holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

In the event a holiday falls on Saturday or Sunday, the Friday preceding or the Monday following shall be designated as the holiday. If the holiday falls on the employee's regular day off, the employee shall take the day off preceding or following his/her regular days off.

**13.04** In recognition of the above mentioned holidays, shift employees shall receive five and one half (5.5) shifts off (132 hours). This time shall be scheduled as paid time off with a minimum of one (1) hour. There shall be no Compensatory Time Off granted when a holiday has been worked.



**13.05** An employee who becomes ill while utilizing vacation or holiday time, may utilize sick or disability leave for the remainder of his/her illness. The employer may require proof of illness if deemed necessary by the Fire Chief or his/her designee.

**13.06** Upon termination or retirement the employee shall be compensated at their regular rate of pay for all unused vacation and holiday leave.

**13.07** New hire probation employees shall not use vacation time until after completion of their probationary period.

**13.08 Scheduling Definitions:**

Leave Time:

For the purpose of this section, Vacation, Compensatory Time Off and/or Holiday Leave.

Fire Department Master Calendar:

A scheduling board located at City of SeaTac Fire Department Station One, which maintains a record of all scheduled Leave Time.

Leave Time Calculation:

Earned Leave Time calculated each pay period (including December), and posted by November 15 of each year.

**13.09 Vacation Scheduling Procedure**

The Shift Battalion Chief shall be responsible for the scheduling of vacation and holiday time according to the following procedure:

1. Each respective shift shall meet to schedule their leave time between November 15th and December 1st.
3. Vacation scheduling shall be done by seniority on shift.
4. The maximum number of shifts to be scheduled on one turn shall be three (3).
5. If an employee is absent during scheduling, the employee shall hand deliver a signed proxy to the Battalion Chief before the vacation scheduling time.
6. The Shift Battalion Chief shall submit the proposed vacation scheduling to the Fire Chief or his/her designee by December 1st.
7. The Fire Chief or his/her designee will review the proposed vacation/holiday schedule and give final approval.
8. Scheduled leave time shall be posted on the master calendar by December 15th.
9. Once a shift has made their vacation/holiday scheduling, no employee shall be allowed to make any changes or additions to their leave time for the following year until after January 1st.
10. A maximum of two (2) employees shall be allowed on scheduled leave at any given time.

**13.10 Rescheduling Leave Time**

Employees are allowed to reschedule Leave Time after January 1st. During the calendar year, an employee may make changes, per the Fire Chief's discretion. A Leave Time change may be whole or any part thereof. When granted, Leave Time changes shall not be

by seniority, but on a first come first serve basis. If an employee schedules twelve (12) hours or less and another employee at a later date requests twenty-four (24) hours on the same day, the first employee has the option of increasing his/her request to twenty-four (24) hours or forfeiting and allowing the second employee to receive the date. Leave Time may also be rescheduled if an employee becomes incapacitated due to illness or injury prior to Leave Time. Notification of incapacitation shall be in accordance with Article 12.

**13.11 Employee Shift Transfer**

If the Department initiates a transfer from one shift to another, vacations established during the previous November will become the Department's responsibility for coverage. If the employee requests a shift transfer it must not create a negative financial impact to the City. However, no employee initiated shift transfers shall occur in the months of November and December.

## **ARTICLE 14 - UNIFORMS**

**14.01** The City shall provide each new employee with a complete set of uniforms and equipment, as outlined in 14.04 and required by the City, at no cost to the employee.

**14.02** All items identified in this Article shall only be used for official City business and shall remain the property of the City and shall be returned to the City by the employee upon request.

**14.03** The City shall provide replacements for worn or damaged required uniform items as needed.

**14.04** The City shall require, furnish and provide maintenance of the clothing and equipment shown below.

<b>Work Uniforms</b>	<b>Day Shift Employees</b>	<b>24 Hour Shift Employees</b>
Station Uniform Shirt	5	5
Station Uniform Pants	4	4
Safety Boots	2	2
Waist Belt	1	1
Uniform Jacket	1	1
Coveralls	1	1
Department T-shirt	5	5
<b>Protective Equipment</b>	<b>Day Shift Employees</b>	<b>24 Hour Shift Employees</b>
Bunker Pants	2	2
Bunker Coat	2	2
Safety Bunker Boots	2	2
Helmet	2	2
Gloves	2	2
Suspenders	2	2
Nomex Hood	2	2
Gear Bag	1	1

<b>Miscellaneous Equipment</b>	<b>Day Shift Employees</b>	<b>24 Hour Shift Employees</b>
Uniform Breast Badge	2	2
Collar Rank Insignia	1 Set	1 Set
Pillow Case	0	1
Bed Linen	0	2
Blankets	0	1
<b>Class A Dress Uniforms</b>	<b>Day Shift Employees</b>	<b>24 Hour Shift Employees</b>
Black Dress Coat	1	1
Black Dress Trousers	1	1
White Dress Shirt	1	1
Black Tie	1	1
Black Dress Shoes	1	1
Dress Hat with Badge	1	1
Socks	1	1
<b>Physical Fitness Clothing</b>	<b>Day Shift Employees</b>	<b>24 Hour Shift Employees</b>
Department Sweatshirt	1	1
Department Sweatpants	1	1
Department Shorts	1	1

## **ARTICLE 15 - RETIREMENT**

**15.01** Employees shall be covered by applicable retirement systems as required by the State of Washington.

**15.02** Employee Benefit Trust

The Union shall have the option, during the term of this agreement, to direct the City to make deductions from the base salaries of participating Union members for the Premium Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust. The City shall remit these deductions on a monthly basis as designated by the Union.

Contribution amounts shall be determined by the plan's Board of Trustees. The City shall receive written notice of a change in the contribution amount at least thirty (30) days prior to the effective date of change. The Union shall be responsible for ensuring that the plan is eligible for tax-deferred contributions. Participating members shall be responsible for ensuring that their total tax-deferred contributions in any calendar year are within legal limitations.

## **ARTICLE 16 - PERSONNEL PRACTICES**

**16.01** Probationary Period Defined:

A new hire employee shall serve a one (1) year probationary period commencing upon the employee's date of hire as a full time employee. An employee that has received a promotion

shall serve a one (1) year probationary period commencing upon the employee's date of promotion.

**16.02 Discipline**

Except for new hire employees serving a probationary period, discipline shall be for just cause. It is provided, however, that no employee who shall have been appointed to any position under the provisions of this contract shall be removed, demoted, suspended or discharged, unless the following procedures have been complied with:

**16.03 Pre-disciplinary Meeting Shall Be Required**

1. Notice of the pre-disciplinary meeting shall be provided to the employee in writing, including the nature of the charge or charges, and an explanation of the evidence of the charge or charges. The employee shall be given an opportunity to respond to the charge or charges orally or in writing, as to why disciplinary action should not be taken. The meeting shall be held as soon as reasonable, so long as both the employee and the City have adequate time to prepare for the meeting. The explanation of the evidence of the charge or charges shall set forth the basis of the complaint or complaints against the employee. The explanation of evidence shall not, however, be construed to limit the evidence which may later be produced at any disciplinary hearing, nor shall it preclude the introduction of evidence which explains, clarifies, adds more detail or documentation regarding the charge or charges, or which is introduced to present a more complete case or which is the product of continued investigation.
2. Upon request, the employee shall be entitled to have Union and/or Legal representation present at any meeting held with the employer to discuss potential disciplinary action.
3. Notice shall be provided. Should the employer determine that, after the pre-disciplinary meeting, disciplinary measures should be taken, notice of that determination including notice of the nature of such disciplinary measures and the basis for such determination shall be provided to the employee in writing.

**16.04** The supervisor shall provide each probationary employee with a written evaluation of his/her job performance and progress not less than every thirty (30) days during his/her probationary period.

**16.05** The employer may use a written warning in lieu of disciplinary action to advise the employee of inappropriate conduct, or of violation of rules. Written warnings shall be placed in the employee's personnel file for a period not to exceed three (3) years, unless another written warning is received in which case the time period would be extended to a date three (3) years after the new written warning.

**16.06 Disciplinary Action**

The employer may take disciplinary action by written reprimand, suspension, demotion or discharge. Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. The employee shall be requested to sign the disciplinary letter or performance evaluation. Signature thereon shall not be construed as an admission, or concurrence with the

disciplinary action or performance evaluation, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action or performance evaluation.

**16.07** Copies of all letters of warning, disciplinary letters, performance evaluations or documents identifying any disciplinary actions shall be given to the employee at the time the action is taken or reasonably thereafter, and, at the employee's written request, notice of such action shall be forwarded to the Union.

**16.08** Suspensions

The employer may suspend an employee with pay pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing. An employee suspended without pay may request to:

- A. Forfeit vacation days;
- B. Forfeit compensatory time off;
- C. Any combination thereof, on a day for day basis, in lieu of suspension.

**16.09** No notice of disciplinary action shall be provided to any promotional board.

## **ARTICLE 17 - SENIORITY**

**17.01** Accruing Agency Seniority

An employee shall accrue agency seniority through employment as a full paid employee with the City. In the event more than one employee has the same date of employment, seniority will be determined in accordance with test scores with the highest scoring employee receiving the most seniority.

**17.02** Classification Seniority

Classification seniority shall be determined by the date of initial continuous employment as a full time career employee in the classification or in a higher level classification in the same promotional series. Classification seniority shall not accrue during acting appointments. In the event more than one employee has the same date of employment in the classification, seniority will be determined in accordance with test scores, with the highest scoring employee receiving the most seniority.

**17.03** Seniority List

The City shall post the seniority list showing both agency and classification seniority with a copy sent to the Union. The seniority list shall be updated at least once each calendar year.

**17.04** Layoff

In the event the City decides to reduce the number of employees, the City shall determine, by classification, which positions are to be reduced. The employee having the least seniority in a classification may displace any person with less agency seniority who is in a lower classification. If the employee is unable to displace anyone in a lower classification, that employee shall be laid off. For example if the decision is to lay off one (1) Captain, and the least senior Captain has ten (10) years of agency seniority, then that Captain may displace any Fire Fighter with less than ten (10) years seniority. The Fire Fighter with the least amount of seniority would then be laid off. For the purposes of this section, all employees holding the rank of Fire Fighter shall be considered a single classification.

**17.04.1 Non Accrual of Benefits**

Any employee that has been laid off shall not accrue benefits or seniority.

**17.04.2 Physical Examination**

Any employee that is to be laid off shall be given a complete physical examination by a physician of the City's choice, and at the City's expense.

**17.05 Recall of Employees**

Employees on layoff shall be recalled according to seniority in the classifications for which recall is being made, and prior to new employees being hired. Any employee that is to be recalled may be given a complete physical examination by a physician of the City's choice, at the City's option and expense. The physician shall evaluate both physicals and determine that the employee's condition has not deteriorated. In addition, the employee may be required to submit to a background check. If either the background check or results of the physical are not satisfactory, the employee shall not be recalled and his/her name shall be removed from the recall list.

**17.05.1 Notification**

Notice of recall shall be sent by the City to the employee at his/her last known address by certified or registered mail with return receipt requested. An employee or his/her designee must contact the City within fourteen (14) calendar days from the date of receipt of the notice of recall to state his/her availability for recall. The employee may decline recall and request recall on the next available opportunity, but may decline recall only once. Failure to return to work upon the second notice of recall will result in removal from the recall list.

**17.05.2 Failure to respond**

If an employee or his/her designee fails to respond to a notice of recall within fourteen (14) calendar days from the date of receipt of the notice of recall, the employee shall be considered to have terminated his/her employment with the City and the employee's name shall be removed from the recall list.

**17.05.3 Rights expiration**

Recall rights for any employee shall expire thirty-six (36) months from the date of layoff.

## **ARTICLE 18 - FAIR LABOR STANDARDS**

Effective April 15, 1986, municipal government is required to comply with the provisions of the Fair Labor Standards Act ("FLSA" or the "Act"). The Act as amended in November 1985, places specific compensation and record keeping requirements upon municipalities. The Department of Labor is responsible for promulgating regulations and enforcing them to assure compliance with the Act.

The City and Union have met and discussed the Act and its implications for the existing labor agreement, as well as for City policy, job classification and record keeping requirements. The following discussion addresses the contractual and legal obligations assumed by the City and the bargaining unit in an effort to comply with the Fair Labor Standards Act.

The Parties agree that if there are any questions regarding the Fair Labor Standards Act, the parties will refer to 29 C.F.R. #553 of the Fair Labor Standards Act.

## **ARTICLE 19 - TEMPORARY DETAIL/ROTATIONAL RELIEF**

### **19.01 Temporary Detail Eligible Classifications**

An employee who is detailed by the Fire Chief or his/her designee to temporarily fill the position of Captain and/or Battalion Chief shall be paid at the rate for that position provided that the employee is so assigned for a minimum of twelve (12) consecutive hours.

The selection procedure for an eligible employee to fill the position will be:

1. By seniority.
2. By an established list from the City Civil Service Board for that position.

### **19.02 Temporary Detail to Higher Position**

The following procedure has been established by labor and management to provide for the temporary upgrading of a particular classification. Two (2) separate lists have been established, based on the following criteria:

Acting Battalion Chiefs-	All appointed Captains off probation.
Acting Captains-	All Fire Fighters with a minimum of two (2) years of service with the City of SeaTac Fire Department.

### **19.03 Procedure**

The Temporary Detail to Higher Position procedure shall be utilized provided the following conditions are met.

1. The upgrading will only occur if there are eligible personnel qualified on shift to fill the vacant classification.
2. This upgrading will not create an overtime situation.

If any of these conditions are not met, then refer to the overtime rotational relief system to hire back the vacant position. When more than one employee is eligible for the upgrade, then a rotational list for acting will be followed to ensure equality.

### **19.04 Acting Lists**

The Acting lists shall be reviewed quarterly to ensure current eligibility is maintained.

### **19.05 Acting Distribution**

Acting distribution shall be recorded on a master list by paid acting hours worked, with least amount of hours determining rank order. No minimum hours shall be established for rotation, cumulative totals shall be calculated. The distribution procedure shall be reviewed quarterly to ensure even distribution throughout the classifications.

### **19.06 Semi-permanent Positions**

Assignments to fill semi-permanent vacant positions shall use seniority by shift without rotation. Semi-permanent positions shall be for more than ten (10) shifts but no more than

three (3) months. If the position is for more than three (3) months, then the position shall be filled based on classification seniority in the department.

**19.07 Advancing to the Next Classification**

When members become eligible to advance up to the next classification, thereby becoming eligible to act in new positions, they shall be placed on the appropriate lists with only the average hours of the list as it currently stands, so long as their current hours are less than the average hours of the list. If they possess more hours than the average, their hours shall stand.

**19.08 Rotational Relief Procedure**

The following procedure shall be used to staff the Department with qualified personnel on shift at any given time.

The rotational relief system shall be utilized to fill overtime vacancies.

Prior to utilizing the Rotational Relief procedure the Temporary Detail to Higher Position article shall be utilized provided the following conditions are present:

1. There are personnel qualified by classification on shift.
2. No overtime shall be created by filling vacancies with the Temporary Detail article.

**19.09 Filling Vacancies**

If the vacancy cannot be filled with a temporary assignment, overtime shall be offered. The overtime shall be distributed based on eligibility for classification. Three (3) eligibility classification lists shall be established; Battalion Chief, Captain and Fire Fighter. Eligibility for classification shall be established by raw test scores for classification. If no list by test scores exists the list shall be established by seniority. The Seniority lists shall be as follows:

- |                   |  |
|-------------------|--|
| Battalion Chiefs- | All appointed Captains off probation.  |
| Captains-         | All appointed Captains and Fire Fighters with a minimum of two (2) years of service with the City of SeaTac Fire Department. |
| Fire Fighters -   | All Fire Fighters except new hire probationary for the first six (6) months of employment.                                   |

**19.10 Seniority Lists**

The Seniority lists shall be reviewed quarterly to ensure current eligibility is maintained.

**19.11 Overtime Distribution**

Overtime distribution shall be recorded on a master list by hours worked, with least amount of hours determining rank order. No minimum hours shall be established for rotation, cumulative totals shall be calculated. The distribution procedure shall be reviewed quarterly to ensure even distribution throughout the classifications. Special projects paid at the overtime rate will become part of the cumulative totals. Emergency overtime call-backs shall not be accumulated to total hours earned.

Overtime shall be distributed as not to exceed twenty-four (24) consecutive hours worked. Special circumstances and/or emergencies may influence this requirement.

**19.12 Placement on Overtime Lists**

When members become eligible for rotational relief, they shall be placed on the list with only the average hours of the list as it currently stands, so long as their current hours are less



than the average hours of the list. If they possess more hours than the average, their hours shall stand.

## **ARTICLE 20 - BEREAVEMENT LEAVE**

### **20.01 Coverage**

In the event of a death of the employee's spouse, parents, step-parents, grandparents, children, grandchildren, brother, sister or the employee's spouse's parents or children, a maximum of three (3) consecutively scheduled shifts of leave will be granted and shall not be deducted from the employee's sick leave balance.

## **ARTICLE 21 - FIRE PREVENTION ASSISTANTS**

### **21.01** The City and Union agree that the training of personnel in the field of fire prevention would be beneficial to the department and the professional growth of the members of the Bargaining Unit. At such time as the employer determines that sufficient staffing is available to assign additional personnel to training positions with the Fire Prevention Bureau, the Fire Department will develop a formal training program and a mutually agreed upon rotational system.

This article will not preclude the department from making temporary assignments to any division of the fire department for any reason, including limited duty or from making long term arrangements due to medical or physical conditions.

## **ARTICLE 22 - SUBSTANCE ABUSE POLICY**

### **22.01** City of SeaTac and SeaTac Fire Fighters Union IAFF Local 2919, recognize that the public has the absolute right to expect IAFF Bargaining Unit Personnel to be free from the effects of drugs and alcohol while on duty. The adverse effects while on duty, of any drugs or alcohol used by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug use or alcohol abuse/addiction through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the employers work sites and/or while an employee is on duty.

### **22.02** All employees shall be fully informed of the City's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug or alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her.

### **22.03** Employees who voluntarily come forward prior to a significant event and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the employer for the substance abuse problem. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation offered by the City, fails to complete a

rehabilitation program successfully, or again test positive for drugs within two (2) years of completing an appropriate rehabilitation program. Discipline shall be as per Fire Department and City of SeaTac rules and regulations and/or this agreement. However, circumstances that may warrant termination include incidents where the employee's impairment resulted in loss of life, serious injury to self or others, or the serious loss or damage to property.

**22.04** Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the employer will require the employee to undergo a drug or alcohol test consistent with the conditions as set forth in this article. An employee who refuses to submit to testing for drugs or alcohol shall be subject to disciplinary action.

**22.05** The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory used shall also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent by an independent party. The results of employee tests shall be made available to the Medical Review Physician. Collection of expired air for an alcohol breath test shall be collected by a qualified law enforcement officer or technician in accordance with standards equivalent to those acceptable to the Washington State Toxicologist. The City may rely on a breath alcohol test for test purposes. The results of breath alcohol tests will not be made available to the Medical Review Physician. The EBT device used for screening and confirmation tests shall be required to be capable of printing results or numbering sequentially.

**22.06** The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation test as provided within SAMHSA standards:

Compound	Initial Test Level	Confirmatory Test Level
Alcohol	.02 g/210 ml exp. air	.04 g/210 ml exp. air
Marijuana Metabolites <sup>1</sup>	100 Ng/ml	15 Ng/ml
Cocaine Metabolites <sup>2</sup>	300 Ng/ml	150 Ng/ml
Opiate Metabolites	300* Ng/ml	-
Morphine	-	300 Ng/ml
Codeine	-	300 Ng/ml
Phencyclidine	25 Ng/ml	25 Ng/ml
Amphetamines	1,000 Ng/ml	-
Amphetamine	-	500 Ng/ml
Methamphetamine <sup>3</sup>	-	500 Ng/ml

\*25 Ng/ml if immunoassay-specific for free morphine

<sup>1</sup>Delta-9-tetrahydrocannabinol-9-carboxylic acid

<sup>2</sup>Benzpylecgonine

<sup>3</sup>Specimen must also contain amphetamine at a concentration greater than or equal to 200 Ng/ml.

In the case of breath alcohol testing, the initial positive expired air sample must be confirmed positive with a second expired air sample. All breath alcohol tests conducted by a qualified law enforcement officer or technician shall test using an Evidential Breath Testing device (EBT) as certified by the National Highway Traffic Safety Administration (NHTSA).

- 22.07** Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA. The Union and the City agree that security of the biological urine and blood samples is absolutely necessary. Therefore the City agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.
- 22.08** Blood or urine samples will be submitted as per SAMHSA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample. Prior to submitting a urine, blood or expired air sample, the employee will be required to sign a consent and release form (Appendix "A").
- 22.09** A split sample shall be reserved in all urine or blood test cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by SAMHSA. All positive or negative confirmed samples and related paper work must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paper work and specimen shall be destroyed.
- 22.10** Tests shall be conducted in a manner to ensure that an employees legal drug use and diet does not affect the test results. All urine samples which test positive or the initial screening test shall be confirmed by a gas chromatography/mass spectrometry testing will be (GC/MS) used confirmation levels (as per SAMHSA standards) outlined in section 22.06.
- 22.11** A breathalyzer or similar test shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by a qualified laboratory. A positive blood alcohol level shall be .04 . grams per 100 ml of blood or .04 . grams per 210 L. of expired air.
- 22.12** The laboratory will advise only the employee and the Medical Review Physician of any positive results. The Medical Review Physician shall be chosen by mutual agreement between Union and City and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of the test (sensitivity, specificity, and predictivity value), the laboratories running the tests and the medical conditions and work exposures of the employees.
- 22.13** The role of the Medical Review Physician will be to review and interpret the positive test results. He/she must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employees medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

- 22.14** The results of a positive drug test can only be released to the City by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the general public. The City shall not be responsible for the release of any information by the employee or his/her representatives.
- 22.15** The City shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The treatment and rehabilitation shall be paid for by the employees insurance program. The City shall also reimburse each employee for their time and expenses including travel incurred involved in the testing procedure only.
- 22.16** Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by an E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement or prior testing.
- 22.17** If an employee tests positive during the twenty-four (24) month period they shall be subject to disciplinary action including discharge as per the City of SeaTac and departmental rules and regulation. Unless discharged, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent twenty-four (24) month period, which in effect will be the employees third opportunity for rehabilitation, the employee will be discharged per City of SeaTac and departmental rules and regulations.
- 22.18** Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.
- 22.19** Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and two (2) years have passed since the employee entered the program, the employees personnel file shall be purged of any reference to his/her drug or alcohol problem.
- 22.20** Employees shall not be required to waive, and this drug and alcohol testing policy is in no way intended to waive or supersede, any Federal, State or local law.
- 22.21** The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve any other employer action.
- 22.22** The parties recognize that during the life of this agreement there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in RCW 41.56.

## **ARTICLE 23 - CELLULAR PHONE**

- 23.01** It is agreed and understood by and between the City and the Union that use of cellular phones at a state contract price, shall be pursuant to, in accordance with and subject to the terms, conditions and limitations of the contracts approved by the City and the Union for that purpose.

## **ARTICLE 24 - EDUCATION**

**24.01** Tuition Reimbursement

Employees who attend approved college and/or specialized training courses shall be reimbursed for the cost of tuition and books upon successful completion of the course, provided that the employees grade for the course is 2.5 or above, or equivalent.

## **ARTICLE 25 - SHIFT TRADES**

- 25.01** The shift trade program shall not result in any cost to the City and shall not interfere with the operation of the Fire Department. The Union shall reimburse the City for any cost incurred as a result of any shift trade obligation not fulfilled. Shift trades shall be approved in advance by the Fire Chief or his/her designee. Employees requesting a shift trade must possess an equal rank or the ability to act in the position of the person with whom they are trading shifts. The employer has no obligation to ensure or facilitate the repayment of shift trades between employees, provided however, that if the substituting employee fails to appear to work at the designated time of the trade, the substituting employee may be subject to discipline, at the discretion of the employer.

## **ARTICLE 26 - CONSOLIDATION ISSUES**

**26.01** Employment Rights

The City agrees that there will be no loss of jobs, rank, seniority, or reduction of pay at the time of a consolidation, merger, annexation, or contract for services. No provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever prior to impact bargaining those proposed changes.

## **ARTICLE 27 - JURY DUTY & COURT APPEARANCES**

- 27.01** If an employee receives a summons for jury duty, he/she shall immediately advise the Fire Chief of the same. If the employee believes that he/she should be exempted from jury duty, he/she may request that the Fire Chief write a letter in support of the exemption. In the event that an exemption is not requested by the employee or is not granted by the court, the employee shall be compensated at his/her regular rate of pay for absences from duty as a result of jury duty. Pay for jury duty shall be returned to the employer. Employees shall be required to report for work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.
- 27.02** Any member of the bargaining unit who, as a result of his/her Fire Department duties, is required to appear before a court, legislative committee, or a quasi-judicial body as a witness in response to a subpoena or other directive while on duty, shall be approved as authorized leave with pay. Any compensation received for such appearances shall be returned to the City.

## **ARTICLE 28 – LABOR MANAGEMENT**

- 28.01** The City and the Union will form a Labor Management Committee to discuss labor/management issues as necessary.

## **ARTICLE 29 - ENTIRE AGREEMENT**

- 29.01** Savings  
Should any provision of this agreement or the applications of such provisions be rendered or declared invalid by a court action or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.
- Additionally, both parties may agree to re-open this agreement and bargain any issue that would cause an impact on either party due to legislation, court action, or invalidation per section 29.01.
- 29.02** Definition of Duties  
Employees covered under this agreement shall not be assigned to perform the duties of a public safety officer, peace officer, or police officer.
- 29.03** Entire Agreement  
The agreement expressed herein writing constitutes the entire agreement between the parties and no express or implied statement or previously written or oral statement shall add to or supersede any of its provisions.

### **ARTICLE 30 - DURATION OF AGREEMENT**

THIS AGREEMENT shall be in full force and effect from January 1, 2001 and shall continue through December 31, 2003.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2002

BY \_\_\_\_\_  
Bruce Rayburn, City Manager  
City of SeaTac, Washington

BY \_\_\_\_\_  
Richard Knight, President  
SeaTac Fire Fighters Union Local No. 2919

BY \_\_\_\_\_  
Kathy Gehring-Waters, Mayor  
City of SeaTac, Washington

BY \_\_\_\_\_  
Brian Bailie, Secretary/Treasurer  
SeaTac Fire Fighters Union Local No. 2919

Approved as to Form:

\_\_\_\_\_  
Robert McAdams, City Attorney

**CONSENT/RELEASE**  
**APPENDIX "A"**

I consent to the collection of a urine/blood sample by \_\_\_\_\_

and its analysis by \_\_\_\_\_ for those drugs, alcohol and/or controlled substances specified in Article 22 of the collective bargaining agreement.

The laboratory administering the tests will be allowed to release the results to my employer only after the laboratory's results have been reviewed and interpreted by the Medical Review Physician. The information provided to the employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent.

The laboratory is authorized to release the results of this test to the Medical Review Physician or appropriate court order.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least six months. I have the right to have this sample split and a portion tested at a second laboratory of my choice at the City's expense.

I understand that the employer is requiring me to submit to this testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood sample may result in disciplinary action by the employer, up to and including termination.

I understand that confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any Federal, State or local law. I understand that I have the right to challenge any confirmed positive test result and any employer action based thereon by filing a grievance under the collective bargaining agreement.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



# **WAGE LEVELS 2001-2003** **APPENDIX “B”**

<b>Wage levels effective January 1, 2001</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Overtime</b>	<b>Differential</b>
<b>Increase of 3.5% over 2000 Wage Level</b>				
BATTALION CHIEF	\$5,835	\$25.41	\$38.12	122%
CAPTAIN-STAFF OFFICER	\$5,453	\$31.46	\$47.19	114%
CAPTAIN-COMPANY OFFICER	\$5,357	\$23.33	\$35.00	112%
FIRE FIGHTER 1	\$4,783	\$20.83	\$31.25	100%
FIRE FIGHTER 2	\$4,353	\$18.95	\$28.43	91%
FIRE FIGHTER 3	\$3,922	\$17.08	\$25.62	82%
PROBATIONARY FIRE FIGHTER	\$3,492	\$15.20	\$22.80	73%

<b>Wage levels effective January 1, 2002</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Overtime</b>	<b>Differential</b>
<b>Increase of 1.2% over 2001 Wage Level</b>				
BATTALION CHIEF	\$5,905	\$25.71	\$38.57	122%
5 yrs	\$5,964	\$25.97	\$38.96	1%
10 yrs	\$6,023	\$26.22	\$39.33	2%
15 yrs	\$6,082	\$26.48	\$39.72	3%
20 yrs	\$6,141	\$26.74	\$40.11	4%
CAPTAIN-STAFF OFFICER	\$5,518	\$31.83	\$47.75	114%
5 yrs	\$5,573	\$32.15	\$48.23	1%
10 yrs	\$5,628	\$32.47	\$48.70	2%
15 yrs	\$5,684	\$32.79	\$49.19	3%
20 yrs	\$5,739	\$33.11	\$49.66	4%
CAPTAIN-COMPANY OFFICER	\$5,421	\$23.60	\$35.40	112%
5 yrs	\$5,475	\$23.84	\$35.76	1%
10 yrs	\$5,529	\$24.07	\$36.11	2%
15 yrs	\$5,584	\$24.31	\$36.47	3%
20 yrs	\$5,638	\$24.55	\$36.83	4%
FIRE FIGHTER 1	\$4,840	\$21.07	\$31.61	100%
5 yrs	\$4,888	\$21.28	\$31.92	1%
10 yrs	\$4,937	\$21.50	\$32.25	2%
15 yrs	\$4,985	\$21.71	\$32.57	3%
20 yrs	\$5,034	\$21.92	\$32.88	4%
FIRE FIGHTER 2	\$4,404	\$19.18	\$28.77	91%
FIRE FIGHTER 3	\$3,969	\$17.28	\$25.92	82%
PROBATIONARY FIRE FIGHTER	\$3,533	\$15.38	\$23.07	73%

<b>Wage levels effective January 1, 2003</b>	<b>Monthly</b>	<b>Hourly</b>	<b>Overtime</b>	<b>Differential</b>
<b>Increase of .25% over 2002 Wage Level</b>				
BATTALION CHIEF	\$5,919	\$25.77	\$38.66	122%
5 yrs	\$5,978	\$26.03	\$39.05	1%
10 yrs	\$6,037	\$26.29	\$39.44	2%
15 yrs	\$6,097	\$26.55	\$39.83	3%
20 yrs	\$6,156	\$26.80	\$40.20	4%
CAPTAIN-STAFF OFFICER	\$5,531	\$31.91	\$47.86	114%
5 yrs	\$5,586	\$32.23	\$48.34	1%
10 yrs	\$5,642	\$32.55	\$48.83	2%
15 yrs	\$5,697	\$32.87	\$49.30	3%
20 yrs	\$5,752	\$33.18	\$49.78	4%
CAPTAIN-COMPANY OFFICER	\$5,434	\$23.66	\$35.49	112%
5 yrs	\$5,488	\$23.90	\$35.85	1%
10 yrs	\$5,543	\$24.13	\$36.20	2%
15 yrs	\$5,597	\$24.37	\$36.56	3%
20 yrs	\$5,651	\$24.61	\$36.92	4%
FIRE FIGHTER 1	\$4,852	\$21.13	\$31.70	100%
5 yrs	\$4,901	\$21.34	\$32.01	1%
10 yrs	\$4,949	\$21.55	\$32.33	2%
15 yrs	\$4,998	\$21.76	\$32.64	3%
20 yrs	\$5,046	\$21.97	\$32.96	4%
FIRE FIGHTER 2	\$4,415	\$19.22	\$28.83	91%
FIRE FIGHTER 3	\$3,979	\$17.33	\$26.00	82%
PROBATIONARY FIRE FIGHTER	\$3,542	\$15.42	\$23.13	73%